

Reid W. Lambert #5744
Noah J. Quist #19654
STRONG & HANNI, P.C.
102 South 200 East Ste. 800
Salt Lake City, UT 84111
Telephone: (801) 532-7080
Facsimile: (801) 596-1508
rlambert@strongandhanni.com
nquist@strongandhanni.com

Attorneys for Will Morrison, Chapter 7 Trustee

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF UTAH	
In re: MERIDIAN RESTAURANTS UNLIMITED, L.C., Debtor.	Bankruptcy Case No. 23-20731 Chapter 7 Judge Kevin R. Anderson Adversary Proceeding No. _____
Will Morrison, Chapter 7 Trustee, Plaintiff, v. DELTA AIR LINES, INC., Defendant.	
COMPLAINT	

Will Morrison, Chapter 7 Trustee (the “Trustee”), now complains of the Defendant Delta Air Lines, Inc., (“Defendant” or “Delta Air Lines”), and alleges as follows:

PARTIES AND JURISDICTION

1. Will Morrison is the duly appointed Chapter 7 Trustee for the bankruptcy estate of Meridian Restaurants Unlimited, LC.
2. Defendant Delta Air Lines is a Delaware corporation doing business in Utah.
3. This is a core proceeding under 28 U.S.C. § 157 (b)(2).
4. The Court has jurisdiction over the matter pursuant to 28 U.S.C. § 1334 (b), 28 U.S.C. § 157 (a), and D.U.Civ.R. 83-7.1, the general order of reference.
5. Venue is proper in this Court pursuant to 28 U.S.C. § 1409.

NATURE OF THE CASE

6. This Complaint seeks to avoid and recover from Defendant certain transfers of property made by the Debtor, Meridian Restaurants Unlimited, L.C., to or for the benefit of Defendant within ninety days prior to bankruptcy. Pursuant to 11 U.S.C. §§ 547 and 550, the Trustee is entitled to recover the property transferred or its value from Defendant and other immediate and mediate transferees for the benefit of the bankruptcy estate and its creditors. If further investigation and discovery in the case dictates, the Trustee reserves the right to recover the payments on other statutory grounds, including 11 U.S.C. §§ 542, 544, 545, 548, and 549 or under other legal or equitable doctrines, including but not limited to unjust enrichment. This Complaint is not to be construed as a waiver of the Trustee's objections to any Proof of Claim that Defendant has filed or could file in the case, and the Trustee reserves the right to object to any such proof of claim on any grounds, including under 11 U.S.C. § 502.

FACTUAL BACKGROUND

7. The Debtor, Meridian Restaurants Unlimited, L.C. (“Meridian” or the “Debtor”) filed a Chapter 11 bankruptcy petition on March 2, 2023 (the “Petition Date”).

8. On June 26, 2024, the case was converted to a Chapter 7 bankruptcy (the “Conversion Date”).

9. Will Morrison is the duly appointed Chapter 7 Trustee.

10. Within 90 days prior to the Petition Date, Meridian paid Defendant an aggregate amount of \$24,893.40 (the “Transfers”). The individual Transfers are itemized in the chart attached as Exhibit A.

11. The Trustee seeks to avoid and recover all transfers made by Meridian to Defendant during the 90-day preference period preceding the Petition Date (the “Preference Period”). The Trustee expressly reserves the right to amend this Complaint to add any additional transfers to Defendant that are discovered to have occurred within the Preference Period, all of which are deemed incorporated herein by reference.

12. Based on the Trustee’s analysis of the books and records of the Debtor, the aggregate amount of the Transfers subject to avoidance, after accounting for all offsets and defenses, is an amount to be proven at trial, but which is not less than \$24,893.40.

FIRST CLAIM FOR RELIEF

(Avoidance of Preference)

13. The Trustee incorporates herein all other factual allegations of this Complaint.

14. Each of the Transfers constituted a transfer of an interest of the Debtor in property to or for the benefit of Defendant, a creditor of the Debtor.

15. Each of the Transfers was made on account of antecedent debts that Meridian owed to Defendant.

16. Each of the Transfers was made while the Debtor was insolvent, as defined in 11 U.S.C. § 101 (32).

17. Each Transfer was made within 90 days prior to the Petition Date.

18. The Transfers enabled Defendant to receive more than it would have otherwise received in a chapter 7 case had the Transfers not been made, and Defendant would have instead received payment only to the extent provided by the Bankruptcy Code.

19. Pursuant to 11 U.S.C. § 547(b), the Transfers are avoidable preferences, and the Trustee is entitled to avoid and recover them, including any additional transfers to Defendant made within ninety (90) days before the Petition Date that may be discovered.

20. The Trustee expressly reserves the right to amend this claim to include additional information about the payments identified herein, information about additional payments or transfers to the Defendant, correction of clerical errors in the Complaint, or additional legal theories of recovery.

SECOND CLAIM FOR RELIEF

(Transferee Liability Under 11 U.S.C. § 550)

21. The Trustee incorporates herein all other factual allegations of this Complaint.

22. The Defendant was the initial transferee of the Transfers, or was an immediate or mediate transferee, or the person for whose benefit the Transfers were made.

23. Pursuant to 11 U.S.C. § 550, the Trustee is entitled to recover the properties transferred, or the value of such properties, for the benefit of the bankruptcy estate.

24. The Trustee is therefore entitled to a judgment against Defendant in an amount to be proven at trial, but which is not less than \$24,893.40, together with costs, pre- and post-judgment interest, and such further relief as the Court may deem appropriate under the circumstances.

25. The Trustee reserves the right to amend this Complaint, or to file additional complaints, to assert claims against any other or subsequent transferees of the Transfers, including claims that may be asserted within one year after the Transfers are avoided, as provided in 11 U.S.C. § 550(f).

THIRD CLAIM FOR RELIEF

(Disallowance of Proof of Claim)

26. The Trustee incorporates herein all other factual allegations of this Complaint.

27. The Defendant is a transferee of the Transfers, which are avoidable under 11 U.S.C. § 547, and an entity from which property is recoverable under 11 U.S.C. § 550.

28. To the extent Defendant has not turned over the transferred property or paid the Trustee the value of the Transfers, any claim Defendant has filed or may file should be

disallowed under 11 U.S.C. § 502, including, without limitation, subsection (d), or, alternatively, reconsidered and disallowed under 11 U.S.C. § 502(j).

PRAYER FOR RELIEF

WHEREFORE, the Trustee prays for a judgment against Defendant awarding the following relief:

1. For a judgment that the Transfers are avoided and may be recovered by the Trustee.
2. For a judgment in favor of the Trustee and against the Defendant in the amount of at least \$24,893.40.
3. For a judgment disallowing, under 11 U.S.C. § 502, any proof of claim that Defendant has filed or may file in the bankruptcy case unless and until Defendant turns over the full amount of the Transfers.
4. For an award of costs and of pre- and post-judgment interest at the maximum legal rate allowable under the law, and for such further relief as the Court may deem appropriate under the circumstances.

DATED this 24th day of June, 2025.

STRONG & HANNI, PC

/s/ Reid W. Lambert
Reid W. Lambert
Attorney for Will Morrison,
Chapter 7 Trustee

Exhibit A
Preferential Transfers Summary

Account	Type	Date	Number	Name	Credit
Various VISA Cards	Credit Card	1/10/2023		DELTA AIR - CC VENDOR	\$2,598.00
Various VISA Cards	Credit Card	1/23/2023		DELTA AIR - CC VENDOR	\$2,100.40
Various VISA Cards	Credit Card	1/24/2023		DELTA AIR - CC VENDOR	\$1,137.80
Various VISA Cards	Credit Card	1/11/2023		DELTA AIR - CC VENDOR	\$977.80
Various VISA Cards	Credit Card	12/27/2022		DELTA AIR - CC VENDOR	\$886.20
Various VISA Cards	Credit Card	12/28/2022		DELTA AIR - CC VENDOR	\$841.70
Various VISA Cards	Credit Card	1/7/2023		DELTA AIR - CC VENDOR	\$793.30
Various VISA Cards	Credit Card	1/5/2023		DELTA AIR - CC VENDOR	\$767.80
Various VISA Cards	Credit Card	1/25/2023		DELTA AIR - CC VENDOR	\$738.20
Various VISA Cards	Credit Card	1/12/2023		DELTA AIR - CC VENDOR	\$693.30
Various VISA Cards	Credit Card	1/24/2023		DELTA AIR - CC VENDOR	\$693.30
Various VISA Cards	Credit Card	1/12/2023		DELTA AIR - CC VENDOR	\$641.00
Various VISA Cards	Credit Card	12/27/2022		DELTA AIR - CC VENDOR	\$630.20
Various VISA Cards	Credit Card	1/12/2023		DELTA AIR - CC VENDOR	\$543.30
Various VISA Cards	Credit Card	1/23/2023		DELTA AIR - CC VENDOR	\$533.00
Various VISA Cards	Credit Card	1/23/2023		DELTA AIR - CC VENDOR	\$533.00
Various VISA Cards	Credit Card	12/27/2022		DELTA AIR - CC VENDOR	\$517.20
Various VISA Cards	Credit Card	1/11/2023		DELTA AIR - CC VENDOR	\$376.10
Various VISA Cards	Credit Card	1/11/2023		DELTA AIR - CC VENDOR	\$310.00
Various VISA Cards	Credit Card	1/12/2023		DELTA AIR - CC VENDOR	\$234.80
Various VISA Cards	Credit Card	1/15/2023		DELTA AIR - CC VENDOR	\$63.43
Various VISA Cards	Credit Card	1/17/2023		DELTA AIR - CC VENDOR	\$39.00
Various VISA Cards	Credit Card	1/8/2023		DELTA AIR - CC VENDOR	\$10.00

Various VISA Cards	Credit Card	1/25/2023		DELTA AIR - CC VENDOR	(\$258.60)
Various VISA Cards	Credit Card	1/27/2023		DELTA AIR - CC VENDOR	\$160.18
Various VISA Cards	Credit Card	2/3/2023		DELTA AIR - CC VENDOR	\$1,288.80
Various VISA Cards	Credit Card	2/5/2023		DELTA AIR - CC VENDOR	\$230.00
Various VISA Cards	Credit Card	2/7/2023		DELTA AIR - CC VENDOR	\$420.00
Various VISA Cards	Credit Card	2/8/2023		DELTA AIR - CC VENDOR	\$693.30
Various VISA Cards	Credit Card	2/8/2023		DELTA AIR - CC VENDOR	\$543.30
Various VISA Cards	Credit Card	2/9/2023		DELTA AIR - CC VENDOR	\$903.30
Various VISA Cards	Credit Card	2/13/2023		DELTA AIR - CC VENDOR	\$94.20
Various VISA Cards	Credit Card	2/14/2023		DELTA AIR - CC VENDOR	\$972.80
Various VISA Cards	Credit Card	2/15/2023		DELTA AIR - CC VENDOR	\$838.20
Various VISA Cards	Credit Card	2/17/2023		DELTA AIR - CC VENDOR	\$30.00
Various VISA Cards	Credit Card	2/21/2023		DELTA AIR - CC VENDOR	\$1,032.59
Various VISA Cards	Credit Card	2/21/2023		DELTA AIR - CC VENDOR	\$593.20
Various VISA Cards	Credit Card	2/23/2023		DELTA AIR - CC VENDOR	\$693.30
Total Payments Lookback Period					\$24,893.40